

No. 9(1)81-8Lab/5652.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the management of M/s (i) Managing Director Haryana State Coop. Land Development Bank Ltd., Chandigarh. (ii) Manager, Primary Cooperative Land Development Bank Ltd., Bhiwani.

BEFORE SHRI BANWARI LAL DALAL, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK

Reference No. 265 of 1978

between

SHRI SOMBIR SINGH, WORKMAN AND THE MANAGEMENT OF M/S (I) MANAGING DIRECTOR THE HARYANA STATE COOPERATIVE LAND DEVELOPMENT BANK LTD. CHANDIGARH (II) MANAGER, PRIMARY COOPERATIVE LAND DEVELOPMENT BANK LTD., BHIWANI.

Present.—

Shri Sagar Ram Gupta, for the workman.

Shri Manphool Singh, for the management.

AWARD

This reference has been referred to this court by the Hon'ble Governor,—vide his Order No. ID/HSR/5-E-78/42117, dated 18th September, 1978, under section 10(i)(c) of the Industrial Disputes Act, for adjudication of the dispute existing between Shri Sombir Singh, workman and the management of M/s (i) Managing Director, The Haryana State Cooperative Land Development Bank Ltd., Chandigarh, (ii) Manager, Primary Cooperative Land Development Bank Ltd., Bhiwani. The term of the reference was:—

Whether the termination of services of Shri Sombir Singh was justified and in order? If not, to what relief is he entitled?

On the receipt of the order of reference notices as usual were sent to the parties. The parties put in their appearance in response to the same, filed their respective pleadings on the basis of which the only issue as per the term of reference was framed:

The management examined Shri Sudesh Pal Chohan, Establishment clerk as their sole witness. The workman examined himself as his own witness and closed his case. I heard the learned representatives of the parties and have also gone through the evidence oral as well as documentary which is on the file and decide the issue as under:—

The workman has alleged in his claim statement that he put in four year of service with the respondent. His services were terminated on 24th August, 1978, without chargesheeting him and without holding any enquiry though the order of termination casts a stigma on the work and conduct of the workman and also speaks of probation while he was appointed against a permanent post. The termination amounted to retrenchment and he further alleged that the provisions of section 25(F) of the I. D. Act were not complied with and as such order of termination was illegal and void.

The management resisted the pleas of the workman and stated that the workman was appointed on temporary basis and his services were likely to be terminated at any time after giving one month notice or notice pay in lieu thereof. He was required to pass a type test within a period of six months which he never passed and the termination was in accordance with the terms of his appointment and as such the workman was not entitled to the relief of reinstatement and of back wages.

The workman controverted the pleas of the management,—vide his rejoinder while reiterating his plea as given in claim statement. The management witness gave out in his cross examination that there were about 30 clerks working in different branches of the respondent bank who were junior to the workman and also 10 to 15 clerks had been appointed by the Head Officer after the termination of the workman. No chargesheet or show cause notice was issued to him. Neither any enquiry was conducted nor any retrenchment compensation was paid to the workman. He also admitted that except Ex. M-1 there is no other office order by which it could be shown that the workman was a probationer. From the personal of Ex. M-1 nothing is found which goes to show that the workman was on probation. Condition 3 of the appointment letter Ex. M-1 require as the workman to pass type test within a period of six months from the date of his appointment. This cannot be construed to mean that the appointment is on probation for six months. It is only a term and condition of service and this condition seems to have been waived and not insisted upon when the workman has been allowed to continue in service for about four years. The order of termination speaks of the period of probation to bring the same under the camouflage of discharge simpliciter in accordance with the terms and conditions of service. It also speaks of the work and conduct of the workman which has not been found satisfactory which in my opinion casts stigma on the workman. Order of termination is therefore an order of dismissal which cannot be held to be justified when the workman has not been given a reasonable opportunity of defence and the condemnation of the workman cannot be allowed when it is unheard. Besides this the management has not complied with the mandatory provisions of section 25(F)

of the Industrial Disputes Act, 1947 as the termination in the instant case spells of retrenchment and when provisions of section 25(F) are not observed the order of termination becomes illegal and void ab initio. I set aside the same and hold that the workman is entitled to reinstatement with continuity of service and full back wages. The reference is answered and returned in these terms. No order as to costs.

Dated the 6th May, 1981.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

Endorsement No. 1479, dated the 11th May, 1981.

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

The 17th July, 1981

No. 9(1)81-8Lab/8001.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s Panipat Co-operative Sugar Mills, Panipat :—

BEFORE SHRI BANWARI LAL DALAL, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK

Reference No. 11 of 80

between

SHRI NEM GOSHAJ, WORKMAN AND THE MANAGEMENT OF M/S PANIPAT
CO-OPERATIVE SUGAR MILLS, PANIPAT

Present:

Shri Gian Chand, for the workman.

Shri R. S. Malik, for the management.

AWARD

This reference has been referred to this court by the Hon'ble Governor,—vide his order No. ID/KNL/74-79/7032, dated 15th January, 1980 under section 10 (i) (c) of the Industrial Disputes Act for adjudication of the dispute existing between Shri Nem Goshai, workman and the management of M/s The Punipat Co-operative Sugar Mills, Panipat. The term of the reference was:—

"Whether the termination of services of Shri Nem Goshai was justified and in order? If not, to what relief is he entitled.?"

On the receipt of the order of reference notices as usual were sent to the parties. The parties appeared, filed their respective pleadings and the only issue arising out of their pleadings is as under :—

1. Whether the termination of services of Shri Nem Goshai was justified and in order? If not, to what relief is he entitled.?

The management examined Shri Babu Ram, Senior Time Keeper as MW-1 and closed their case. The workman examined himself as his witness and closed his case. I heard the learned representatives of the parties and have carefully perused the evidence on the record and decide the issue as under:—

Issue No. 1.—

MW-1 has stated that the workman was a daily rated Kulli and he was called to work off and on accordingly to the demand. He further stated that as per the attendance record the workman worked for 23½ days during the season 1972-73, 63 days in 1973-74 season, 35 days in 1974-75 season, 130 days in 1975-76 season, 107 days in 1976-77 season, 166 days in 1977-78 season and 120½ days in 1978-79 season. He has also stated that the workman did not work in the boiler particularly for whole of the above said period and he was not paid retaining allowance during off season which was admissible to regular employees. The witness has given out in his cross examination that the season 1976-77 lasted from 27th November, 1976 to 26th April, 1977. The season 1977-78 started on 13th November, 1977 and ended on 4th June, 1978. The season 1978-79 commenced on 22nd November, 1978 and ended on 17th April, 1979. The witness could not say whether the workman was working as boiler kulli when he was not taken on duty.

The workman has deposed that he was employed as boiler kulli from the season 1969-70 and worked for all the succeeding seasons upto the season 1978-79. The management did not issue any charge-sheet nor paid any retrenchment compensation at the time of termination of his services. The workman has admitted in his cross examination that he was paid his salary fortnightly at the rate of Rs 8 per day. He was not paid retaining allowance but he denied the suggestion being incorrect that he was called on work as and when need was felt.

The workman did not put any suggestion to the management witness that it was wrong to say so when he stated that the workman was not engaged for any particular job at the boiler as kulli but he was sent to various departments according to the work available. The workman has also not been able to prove nor touched the point while cross examining the management witness that the seasonal workers were paid in the same manner as he was being paid his wages fortnightly and at the daily rate of Rs 8. Though the workman has worked for almost whole of the three continuous season but it has not been proved on the file that the workman was required to do a particular job during these seasons like the seasonal workers and he was paid his wages in that capacity. The workman is therefore cannot be termed as a seasonal worker and according to the certified standing orders clause 'B' which deals with the classification of worker. The workman comes under the category of temporary workman employed to do the job of casual nature. Under sub-clause (3) of clause 'L' of the standing orders a temporary casual workman could be terminated without any notice at the end of the period for which he was engaged. The workman was engaged for the season 1978-79 and just at the close of the season he was paid off as per the standing orders and the management was justified in doing so. The issue is accordingly decided in favour of the management and the workman is not entitled to any relief. The reference is answered and returned in these terms.

Dated the 29th June, 1981.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

Endst. No. 2099, dated the 3rd July, 1981

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

The 19th August, 1981

No. 9(1) 81-8Lab/8320.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Faridabad in respect of the dispute between the workman and the management of M/s Precision Stampings, Plot No. 106, Sector-24, Faridabad.

IN THE COURT OF SHRI HARI SINGH KAUSHIK, PRESIDING OFFICER,
LABOUR COURT, HARYANA, FARIDABAD.

Reference No. 480 of 1980.

between

SHRI BIR SINGH, WORKMAN AND THE MANAGEMENT OF M/S PRECISION
STAMPINGS, PLOT NO. 106, SECTOR-24, FARIDABAD.

Present :

Shri H. R. Dua, for the workman.

Shri S. L. Gupta and Shri H. L. Kapoor for the Management.

AWARD

This reference No. 480 of 1980 has been referred to this Court by the Hon'ble Governor of Haryana,—vide his order No. ID/FD/56-80/53104, dated 14th October, 1980 under Section 10 (1)(c) of the Industrial Disputes Act, 1947 for adjudication of the dispute existing between Shri Bir Singh, workman and the management of M/s Precision Stampings, Plot No. 106, Sector-24, Faridabad. The term of the reference was:—

Whether the termination of services of Shri Bir Singh was justified and in-order? If not, to what relief is he entitled?

After receiving this reference notices were sent to the parties. Both the parties appeared and filed their pleadings. On the pleadings of the parties, the issues were framed on 9th December, 1980. The evidence of the management recorded on 8th January, 1981 as MW-I and closed their case.

On 28th April, 1981 the case was fixed for the evidence of the workman when the representative of the workman Shri H. R. Dua stated that he had no instruction from the concerned workman. In these circumstances the case was proceed *ex parte* against the workman and the case was fixed for the *ex parte* evidence of the management. On 4th May, 1981 the representative of the management Shri H. L. Kapoor made a statement in this court that the workman had settled his dispute with the respondent management mutually and also received a sum of Rs. 1,500/- in full and final settlement of his all claims of dispute including the right of re-instatement or re-employment. He further stated that now there is no dispute left with the respondent management. He also filed a copy of settlement which is Ex. M-1 and voucher of receipt is Ex. M-2.

In view of the un-rebutted *ex parte* statement of the management, I am left with no choice except to believe to the version of the management. Over and above this my finding get support from the absention of the workman at the time of his evidence in this court of this reference. I feel that the workman had settled his dispute with the management according to the settlement Ex. M-1 and M-2. I hold that the reference is bad and the workman is not entitled to any relief. No order as to costs. This be read in answer of this reference.

The 3rd July, 1981.

HARI SINGH KAUSHIK,
Presiding Officer,
Labour Court, Haryana,
Faridabad.

Endst. No. 2170, dated 15th July, 1981

Forwarded (four copies) to the Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947, with the request that the receipt of the above said award may please be acknowledged within week's time.

HARI SINGH KAUSHIK,
Presiding Officer,
Labour Court, Haryana,
Faridabad.

The 19th August, 1981

No. 9(1) 81-8Lab/8823.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s K. M. Metal Industries, Jagadhri.

BEFORE SHRI BANWARI LAL DALAL, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK

Reference No. 145 of 79

between

SHRI BAISHAKHI RAM, WORKMAN AND THE MANAGEMENT OF M/S. K. M. METAL
INDUSTRIES, JAGADHRI

Present :

Shri Balbir Singh, for the workman.

Shri Subhash Chander, for the management.

AWARD

This reference has been referred to this court by the Hon'ble Governor,—vide his order No. ID/Ymn/94-79/31813, dated 13th July, 1947 under section 10(1) (c) of the Industrial Disputes Act for adjudication of the dispute existing between Shri Baishakhi Ram, workman and the management of M/s K. M. Metal Industries, Jagadhri. The term of the reference was :—

“Whether the termination of services of Shri Baishakhi Ram was justified and in order ? If not, to what relief is he entitled ?”

On the receipt of the order of reference, notices as usual were sent to the parties. The parties appeared in response to the same, filed their respective pleadings and issues were framed on the basis of their pleadings. The management was asked to adduce their evidence. The management was granted eight nine opportunities for the production of their evidence but the same name was not produced till 23rd July, 1981, the date on which the parties reached an amicable settlement and the workman settled his entire dispute with the management,—vide settlement Ex. M-1.

In view of the statement of the authorised representative of the parties and settlement Ex. M-1 the workman received a sum of Rs. 450/- in full and final settlement of all his claims and relinquished his right of re-instatement or re-employment. The reference is answered and returned accordingly.

The 29th July, 1981.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Haryana, Rohtak.

Endst. No. 2214, dated 30th July, 1981.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Haryana, Rohtak.

No. 9(1) 81-8Lab/8950.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Faridabad, in respect of the dispute between the workman and management of M/s. Alfamet Private Ltd., Sector 24, Faridabad.

IN THE COURT OF SHRI HARI SINGH KAUSHIK, PRESIDING OFFICER, LABOUR COURT,
HARYANA, FARIDABAD
Reference No. 244 of 1980

between

SHRI RAM KEWAL, WORKMAN, AND THE MANAGEMENT OF M/S. ALFAMET PRIVATE
LIMITED, SECTOR-24, FARIDABAD

Shri R. Sibal and Shri R. N. Rai for the management.
Shri Darshan Singh, for the workman.

AWARD

This reference No. 244 of 1980 has been referred to this court by the Hon'ble Governor of Haryana,—vide his order No. ID/FD/26/8/22992, dated the 5th May, 1980, under section 10 (i)(c) of the Industrial Disputes Act, 1947 for adjudication the dispute existing between Shri Ram Kewal workman and the management of M/s Alfamet Private Limited, Plot No. 148, Sector 24, Faridabad. The term of the reference was :—

Whether the termination of services of Shri Ram Kewal was justified and in order ? If not, to what relief is he entitled ?

After receiving this reference notices were sent to the parties and both the parties appeared in this court through their authorised representatives. On 15th July, 1981, the last date of hearing the representative of the management Shri R. Sibal made a statement on oath in this court that the workman had settled his case under section 18 (1) of the I. D. Act, 1947, with the management mutually and had also received a sum of Rs. 736.40 in full and final settlement of his all claims or dispute including the right of re-instatement or re-employment. The settlement is Ex. M-1 and photo copies of receipt vouchers are Ex. M-2 to M-6. This statement was duly admitted by the representative of the workman. He also stated that he does not want to pursue this case and withdrawn the same. He further stated that there is now no dispute left between the parties.

In view of the above statements of the parties, I give my award according to the settlement Ex. M-1. The settlement is just and fair. There is now no dispute left between the parties. The workman is not entitled to any relief. So this award is in answer of this reference. No order as to costs.

The 28th July, 1981.

HARI SINGH KAUSHIK,
Presiding Officer,
Labour Court, Haryana,
Faridabad.

Endorsement No. 2392, dated the 31st July, 1981.

Forwarded (four copies) to the Commissioner & Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947, with the request that the receipt of the abovesaid award may please be acknowledged within week time.

HARI SINGH KAUSHIK,
Presiding Officer,
Labour Court, Haryana,